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AGREEMENT

THIS AGREEMENT is made as of the day of January, 1991, by and between Philip Morris Incorporated, a Virginia corporation, the principal business address of which is 120 Park Avenue, New York, New York 10017 ("Philip Morris") and SEE FACTOR INDUSTRY, INC., a New York corporation, the principal business address of which is 37-11 30th Street, Long Island City, New York, 11101 ("SFI").

1. Services

SFI will perform technical production services, which will include the following, for Philip Morris and its MARLBORO Music Concerts to be held at locations and during the time periods set forth on Exhibit A attached ("Concerts").

- (a) Provide the personal services of an operating crew ("Operating Crew") reasonably satisfactory to Philip Morris, which will include: production manager, site coordinator, master carpenter, master electrician, labor supervisors, light crew, sound crew, drivers and other personnel required for the staging, lighting, provision of sound and other technical services in connection with the Concerts;
- (b) Provide supervision and support to the Operating Crew;
- (c) Provide technical assistance and advice to Philip Morris and third parties designated by Philip Morris on all matters relating to staging, lighting and sound at all Concert locations;
- (d) Supply and operate equipment, machinery, systems, materials and accessories necessary for the first-class professional production of the Concerts ("Equipment");
- (e) Maintain and repair Equipment; SFI warrants that all Equipment will be in good operating condition during all Concerts;
- (f) Supervise the assembly of the Equipment prior to each Concert and the dismantling of the Equipment subsequent to each Concert, unless otherwise instructed by Philip Morris or third parties designated by Philip Morris;
- (g) Safely and securely transport the Equipment if, as and when directed by Philip Morris prior and subsequent to each Concert;

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(h) Cooperate with representatives of Philip Morris and third parties designated by Philip Morris;

(i) Be available to meet at reasonable times with Philip Morris representatives at Philip Morris headquarters in New York or other locations designated by Philip Morris;

(j) Render other services reasonably requested by Philip Morris in connection with the Concerts and perform in a professional manner throughout the term of the Agreement.

2. Payment

In full and complete consideration for the services to be rendered, Philip Morris will pay SFI \$44,000, of which \$10,000 will be paid upon full execution of the Agreement, \$10,000 of which will be paid on or before May 1, 1991, \$14,000 of which will be paid on or before June 1, 1991, and the balance of \$10,000 will be paid within 30 days of submission of the wrap-up report and an itemized invoice and complete performance to the reasonable satisfaction of Philip Morris.

3. Expenses

PM will pay budget advances to SFI in accordance with the Operating Budget delivered by SFI, approved by PM and attached as Exhibit B. Total expenses are not to exceed the total of estimated expenses included in the Operating Budget approved by PM without the advance written approval of PM. The budget advances may be used only for approved expenditures in the categories set forth in the Operating Budget. SFI may not apply funds allocated to one budget category to expenses incurred in another category without the prior approval of PM.

SFI will submit to Philip Morris itemized statements of expenses paid on a monthly basis and will submit receipts for expenses in excess of \$25.

4. Term and Termination

The term of the Agreement will commence as of the date of the Agreement and continue until the later of October 31, 1991 or the complete performance of all services to the reasonable satisfaction of Philip Morris.

PM may terminate the Agreement with cause upon thirty days advance written notice to SFI. If SFI cures, to the reasonable satisfaction of PM, any curable breach within five days of SFI's receipt of notice of termination, the Agreement may not be terminated.

Obligations upon Termination. If the Agreement is terminated, PM will remain obligated to pay SFI amounts due for disbursements or binding commitments to make disbursements properly incurred prior to termination. Such payments will be made within twenty days after PM's receipt of notice from SFI as to such amounts. PM will have no obligation for disbursements made or obligations assumed after the date of termination or for the portion of payments attributable to services to be rendered after the termination date. SFI will provide PM with a final accounting of outstanding obligations incurred prior to the notice of termination within sixty days of SFI's receipt of written notice of termination. SFI will assign to PM or its designated agent all of SFI's interests, rights and obligations under agreements entered into by SFI with respect to the Events within thirty days of SFI's receipt of written notice of termination.

5. Records

SFI, its employees and agents will maintain detailed and accurate books and records of account with respect to services performed and will provide periodic reports as and when requested by Philip Morris and a final wrap-up report within thirty days of the conclusion of the last Concert. Philip Morris or its agents have the right, at Philip Morris's expense, to audit SFI's books from time to time, at reasonable times and places throughout the term and for six months thereafter in order to determine the correctness of the accounting, as well as SFI's compliance with its other obligations hereunder.

6. Confidentiality

SFI, its employees and agents will hold strictly confidential all information and materials provided by Philip Morris or created by SFI in performing this Agreement. The information and materials will remain the property of Philip Morris. SFI will not use or disclose such information unless authorized to do so in writing by Philip Morris. Upon termination or expiration of the Agreement, SFI will return all materials to Philip Morris. SFI's obligation to maintain the confidentiality of all information and material obtained by SFI from Philip Morris or created by SFI in connection with its performance will survive the termination or expiration of the Agreement.

7. Ownership

All material prepared or developed by SFI in connection with the Agreement will become the property of Philip Morris and SFI hereby agrees to assign to Philip Morris any and all rights to copyright the material. SFI will require that all employees, consultants and subcontractors performing creative services in

connection with the Agreement agree to assign the materials they produce to Philip Morris and to acknowledge, in writing, that their copyrightable contributions are work made for hire owned by Philip Morris.

8. Third Party Contacts

If at any time SFI is contacted by a third party, including the media, other than as required by the terms of the Agreement, concerning its activities on behalf of Philip Morris, SFI will make no comment, immediately notify Philip Morris of the third party contact, and refer the third party to Philip Morris, Director, Event Promotions.

9. Indemnity

SFI agrees to indemnify and hold harmless Philip Morris, its affiliates and each of their respective officers, employees, directors and agents from any claim, liability, cost or expense, including reasonable attorneys' fees, that arise from, or may be attributable to any error, omission or fault of SFI. SFI's obligation to indemnify and hold harmless will survive the termination or expiration of the Agreement.

Philip Morris agrees to indemnify and hold harmless SFI, its affiliates and each of their respective officers, employees, directors and agents from any claim, liability, cost or expense, including reasonable attorneys' fees, that arise from, or may be attributable to any error, omission or fault of Philip Morris. Philip Morris' obligation to indemnify and hold harmless will survive the termination or expiration of the Agreement.

10. Independent Contractor

Each of SFI and Philip Morris is an independent contractor of the other and this Agreement shall not be construed to create an association, partnership, joint venture, relation of principal and agent or employer and employee between Philip Morris and SFI or any of SFI's agents within the meaning of any federal, state or local law. SFI will not enter into an agreement, oral or written, on behalf of Philip Morris or otherwise obligate Philip Morris without having previously obtained Philip Morris's written approval.

11. Exclusivity

During the Term of the Agreement, and for six months thereafter, SFI will not, without the prior written consent of Philip Morris, engage in technical production or similar activities for any company or entity the business of which

competes with any tobacco product of Philip Morris, or the interests of which are adverse to those of Philip Morris.

12. Insurance

No later than ten days prior to the commencement of each Concert, SFI will deliver to Philip Morris certificates of insurance evidencing coverage for comprehensive general liability, including advertiser and contractual liability, with limits of no less than One Million Dollars combined single limit for bodily injury, including personal injury and property damage; statutory worker's compensation coverage meeting all state and local requirements; and, employer's liability with limits of no less than 500,000 dollars. The certificates for comprehensive general liability insurance must name Philip Morris Incorporated, its affiliates, employees and assigns as additional insureds and must state that Philip Morris will be provided at least thirty days advance, written notice of a cancellation or modification of the insurance. The insurance must be primary coverage without right of contribution from any other Philip Morris insurance. Insurance maintained by Philip Morris is for the exclusive benefit of Philip Morris and will not inure to the benefit of SFI. SFI will procure comparable certificates of insurance from all subcontractors of SFI and the insurance must name Philip Morris and its affiliates, agents, representatives, employees and assigns as additional insureds.

13. The MARLBORO Name

SFI recognizes and acknowledges that the MARLBORO name and the designs, emblems, slogans and insignia of MARLBORO and MARLBORO Music have great value and goodwill and are the sole property of Philip Morris, and SFI agrees that it has and will claim no right, title or interest to or in the same or the right to use the same except in accordance with the terms and conditions of this Agreement.

14. Force Majeure

Force majeure, acts of God, or other causes beyond the control of either party including, without limitation, any judgment or the enactment of a federal, state or local law, regulation, ordinance or ruling which makes the promotion of tobacco products as contemplated by the Agreement unlawful, impracticable or, in the judgment of either party, materially reduces the value of this Agreement, will entitle either party to terminate the Agreement upon the date of the act of God or other cause beyond the control of either party, or as of the effective date of the judgment, law, regulation, ordinance or ruling, and SFI will refund to PM all amounts paid to SFI by PM hereunder. SFI may deduct from the refund all nonrecoverable costs incurred by SFI plus amounts due and owing to SFI pro-rated to the date of

termination. SFI will supply documentation for all nonrecoverable costs deducted.

15. Miscellaneous

(a) This Agreement and all matters collateral hereto, shall be governed by the laws of the State of New York applicable to agreements made and to be performed entirely within the State of New York.

(b) SFI will comply fully with all applicable laws, regulations, and ordinances relating to its performance hereunder. SFI acknowledges that it is cognizant of the provisions of Title 15, Section 1331, et seq. of the United States Code.

(c) This Agreement is the complete agreement between the parties and supersedes any prior oral or written agreement between the parties regarding the performance by SFI of the services.

(d) If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in effect.

(e) This Agreement may not be amended or assigned except in a writing signed by both parties. If an assignment occurs, the assignment will not relieve the assigning party of its liabilities and obligations hereunder. The Agreement is binding upon successors and assigns of the parties. A waiver by either party of any of the terms and conditions of the Agreement in one or more instances will not constitute a permanent waiver of any term or condition of the Agreement.

(f) Notices provided shall be in writing and sent by certified mail, return receipt requested, to the respective parties at their addresses set forth above. Notices to SFI will be sent attention: Mr. Sheldon Diamond. Notices to Philip Morris will be sent attention: Director, Event Promotions.

SEE FACTOR INDUSTRY, INC.

PHILIP MORRIS INCORPORATED

By: _____

By: _____

Date: _____

Date: _____

Taxpayer ID#: _____

By: _____

Filing Status: _____

Date: _____